

1-168A008

Union Pacific Corporation



Jack E. Jerrett
Senior Corporate Attorney

June 14, 1991

8345-B
RECORDATION NO. FILED 1425

FEDERAL EXPRESS

JUN 17 1991 - 11 50 AM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

Re: Missouri Pacific Equipment Trust Series TT

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of June 5, 1991, by Chemical Bank as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 8345.

I have enclosed a fee of \$15. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

JEJ:ccm
Enclosures

cc: Robert E. Bartos

Interstate Commerce Commission
Washington, D.C. 20423

6/21/91

OFFICE OF THE SECRETARY

Jack E. Jerrett

Senior Corporate Attorney

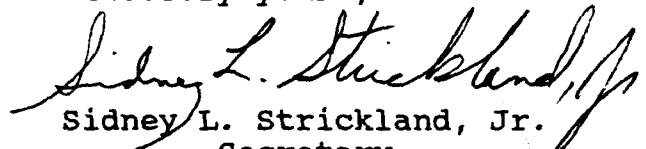
Union Pacific Corporation

Martin Tower Eighth & Eaton Avenue
Bethlehem, PA. 18018

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/17/91 at 11:50am , and assigned recordation number(s). 8345-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDATION NO. 8345-B JUN 17 1991 - 11 50 AM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of June 1, 1976, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on May 27, 1976 and assigned Recordation No. 8345; and an Agreement, dated as of April 4, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 18, 1979 and assigned Recordation No. 8345-A (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement"), covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$9,450,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series TT; and

WHEREAS, on June 1, 1991 the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the

Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has not become worn out, lost, destroyed or unsuitable for use.

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 5TH day of JUNE, 1991.

CHEMICAL BANK,
As Trustee

By: R. Lorenzen
R. LORENZEN Senior Trust Officer

Attest:

M. Stein
M. STEIN TRUST OFFICER

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 5TH day of JUNE, 1991, before me personally appeared R. LORENZEN, to me personally known, who being by me duly sworn, said that he is a Senior Trust Officer of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

Emily Fay
Notary Public

EMILY FAYAN
Notary Public, State of New York
No. 24-4737006
Qualified in Kings County
Certificate filed in New York County
Commission Expires December 31, 1991

Schedule A

MISSOURI PACIFIC RAILROAD SERIES TT
EQUIPMENT TRUST AGREEMENT DATED JUNE 1, 1976
DESCRIPTION OF EQUIPMENT AS OF APRIL 30, 1991
=====

100 TON FLAT CARS

CI819688
CI819702
CI819738
MP819600--MP819687, INCLUSIVE
MP819689--MP819701, INCLUSIVE
MP819703--MP819737, INCLUSIVE
MP819739--MP819779, INCLUSIVE

100 TON PULPWOOD CARS

MP728000
MP728002
MP728005--MP728007, INCLUSIVE
MP728010--MP728014, INCLUSIVE
MP728018
MP728020--MP728022, INCLUSIVE
MP728024--MP728027, INCLUSIVE
MP728029
MP728031--MP728033, INCLUSIVE
MP728035
MP728037--MP728038, INCLUSIVE
MP728040--MP728043, INCLUSIVE
MP728045--MP728046, INCLUSIVE
MP729049
MP728051--MP728056, INCLUSIVE
MP728058--MP728063, INCLUSIVE
MP728065--MP728066, INCLUSIVE
MP728068
MP728070
MP728072--MP728073, INCLUSIVE
MP728075--MP728076, INCLUSIVE
MP728078--MP728079, INCLUSIVE
MP728081
MP728084--MP728086, INCLUSIVE
MP728089--MP728091, INCLUSIVE
MP728093--MP728094, INCLUSIVE
MP728097
MP728099

2000 HP LOCOMOTIVES

UP2133--UP2137, INCLUSIVE

CABOOSES

MP13676

MP13683

MP13697

100 TON FLAT CARS

MP15600--MP15633, INCLUSIVE

100 TON HOPPER CARS

MP582470